

Resolution No. R-12-2020
Adopted: October 19, 2020

A Resolution of the Mayor and Council of the Town of Kensington authorizing the Town Manager to enter into a contract with the State Highway Administration (SHA) for the purchase of salt during certain snow emergency events.

WHEREAS, during certain winter snow emergency operations ("Snow Event") the TOWN may have a need to obtain additional salt ("Salt") to effectively complete their winter snow operations; and

WHEREAS, the Town of Kensington has requested, and MDOT SHA has agreed, to allow the TOWN to obtain Salt from MDOT SHA stockpiles during a Snow Event in accordance with the terms and conditions contained herein; and

WHEREAS, the TOWN shall reimburse MDOT SHA for the cost of Salt plus other related expenses; and

WHEREAS, MDOT SHA and the Town of Kensington agree that this Agreement will benefit both parties of this Agreement and will promote the safety, health and general welfare of the citizens of the State.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between the MDOT SHA and the Town of Kensington, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. TERM & BUDGET

The Term of this Agreement is for a period of three (3) years beginning the first (1st) day of September 2020 and ending on the thirty first (31st) day of August 2023, both dates inclusive, unless sooner terminated as set forth herein. For budgeting and planning purposes only, during the Term of this Agreement the total cost for Salt shall not exceed Eight Thousand Dollars (\$8,000). This is an estimate only and the TOWN shall be responsible for actual costs incurred at the time of acquisition.

II. SALT COSTS

A. The cost of Salt, at the time of execution of this Agreement is Fifty-Two Dollars and Fifty Five Cents (\$ 52.55) per ton, which includes the price of the Salt, a Delivery Charge and an Overhead Charge.

B. The Salt price listed herein are subject to awarded contracts by MDOT SHA and shall be adjusted accordingly.

C. The Delivery Charge includes the cost of fuel and mileage to transport the Salt to an MDOT SHA Salt dome. The Overhead Charge is determined by the federally approved Overhead Rate that may be adjusted on October 1st of each year. The current Overhead Rate is seven and eighty-seven hundredths percent (7.87%).

D. The cost of the Salt may be adjusted weekly to account for Delivery Charge variances.

III. ESTABLISHMENT of the SALT COST

MDOT SHA has established a charge number for the TOWN which will be used to document Salt withdrawals from MDOT SHA's inventory system. The current charge number for the TOWN is BY241M84.

IV. PROCEDURES

A. Salt Scheduling

1. MDOT SHA Shop Locations: For purposes of this Agreement, the MDOT SHA shops to be used for Salt for the TOWN, as determined by MDOT SHA, are:

- Kensington Salt Dome
- Fairland Salt Dome

2. Prior to a Snow Event: The TOWN will contact Darrin Johnson, MDOT SHA's Resident Maintenance Engineer (RME), or designee, of the Gaithersburg Shop at 301 948-2477 to arrange for the TOWN's trucks to be loaded with the Salt at the designated location the day before a local forecasted snow if time permits; otherwise MDOT SHA and the TOWN will determine which MDOT SHA salt storage site is appropriate to use to load the Salt onto the trucks and MDOT SHA will provide an operator to facilitate the loading of the Salt.

3. During the Snow Event: The TOWN will contact the appropriate MDOT SHA Shop nearest to that truck and request to be loaded at an approximate preferred time of arrival. MDOT SHA will then arrange for an operator to meet the TOWN truck at that location as close to the preferred time as possible without negatively affecting MDOT SHA operations. In addition, if a TOWN truck is in the vicinity of a specific dome during a Snow Event and an MDOT SHA operator is present, the TOWN truck may then be topped off, if desired. In situations where the MDOT SHA Snow Event operations are already active when the TOWN operations begin, the TOWN can notify MDOT SHA as far in advance as possible and MDOT SHA will make every effort to provide an operator at all the locations requested in order to begin loading TOWN trucks with Salt.

4. Post Snow Event: The TOWN can contact the appropriate MDOT SHA shop to request re-loading after a Snow Event, and MDOT SHA will schedule the re-loading at both parties' convenience.

5. The TOWN shall not return any unused Salt to any MDOT SHA shop.

B. Load Records

1. The TOWN shall ensure all vehicles picking up Salt on their behalf are identified by a sticker or placard indicating the TOWN's name.

2. Only an MDOT SHA authorized loader operator shall load the TOWN trucks.

3. MDOT SHA shall create a written loading record that must be signed by the TOWN driver. A copy shall be given to the TOWN driver to account for every load of Salt that the TOWN receives from MDOT SHA. Each load record shall contain the following information:

- a. truck number or license tag number,
- b. the number of scoops/ buckets loaded,
- c. the number of tons loaded based on the scoops / bucket size value multiplied by the number of scoops /buckets.

V. PAYMENT

A. MDOT SHA shall provide a detailed invoice to the TOWN by May 31st of each year for all actual costs incurred by MDOT SHA to provide Salt to the TOWN. The invoice shall be accompanied by normal documentation from MDOT SHA to evidence actual costs incurred.

B. Upon request by the TOWN, MDOT SHA may provide information to include the number of buckets and estimated tonnage provided to the TOWN for each date of withdrawal.

C. The estimated cost of the Salt is based on the average amount of Salt used during the previous three (3) years at the prevailing rate at the time of execution of this Agreement and will be subject to future adjustments during the Term according to costs for Salt, delivery and overhead in effect at that time.

D. REIMBURSEMENT

1. Reimbursement to MDOT SHA for the SALT during the Term, including MDOT SHA overhead, is estimated to be Eight Thousand Dollars (\$8,000) and is based on estimated quantities from the previous term, however, actual costs and tonnage may vary and the TOWN shall reimburse MDOT SHA for all actual tonnage (which includes the delivery charge) and overhead costs.

E. In the event of extremely heavy Salt usage, MDOT SHA reserves the right to submit progress billings to the TOWN in lieu one annual invoice.

F. The TOWN shall reimburse MDOT SHA for all costs incurred by MDOT SHA for all supplied Salt provided during the Term pursuant to this Agreement within thirty (30) days of receipt of each invoice.

G. In the event MDOT SHA does not receive payment of invoices within thirty (30) days of the TOWN's receipt of each invoice, MDOT SHA will notify the TOWN of the overdue payment and provide the TOWN the opportunity to pay such overdue amounts. If payment of the overdue amount is not received within thirty

(30) days following notification, MDOT SHA will then notify the TOWN in writing, and the parties hereby agree that MDOT SHA may make a deduction from the TOWN's share of Highway User Revenue equal to the overdue invoice amount(s) or MDOT SHA may refer the overdue amount to the Central Collection Unit, at 300 West Preston Street, Room 500, Baltimore MD 21201-2365 for collection of overdue amount.

VI. GENERAL

A. MDOT SHA does not supply Brine, a pretreatment salt-based mixture.

B. Title VI Assurances. All parties to this Agreement shall comply with the requirements of APPENDIX A (2 pages) and APPENDIX E (1 page) of MDOT SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discrimination regulations and other civil rights related regulations. APPENDIX A and APPENDIX E are attached hereto and incorporated herein as substantive parts of this Agreement. The term "Acts" in Appendix A refers to 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3. The term "Recipient" in Appendix refers to MDOT SHA.

C. MDOT SHA and the TOWN agree to cooperate with each other to accomplish the terms and conditions of this Agreement.

D. The provisions contained in this Agreement shall be binding upon the parties until the earlier to occur of; (i) three (3) years from the date first written above, (ii) thirty (30) days after written notice has been given by either party to the other that they elect to no longer be bound by the terms and conditions of this Agreement, or (iii) August 31, 2023. However, termination of this Agreement and any

Amendments is contingent on all outstanding invoices being paid by the TOWN to MDOT SHA.

E. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, tThe TOWN shall indemnify, hold harmless and defend, at MDOT SHA's option, the State of Maryland, MDOT SHA and the Maryland Department of Transportation, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, incurred in connection with the loss of life, personal injury and/or property damage arising from or in connection with the activities performed pursuant to this Agreement by the TOWN or its contractors, agents or assigns.

F. MDOT SHA shall reserve the right to limit or deny Salt to the TOWN in order to avoid jeopardizing MDOT SHA's snow remediation operations.

G. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and assigns.

H. This Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.

I. The recitals (WHEREAS clauses) at the beginning of this Agreement are incorporated as substantive provisions of this Agreement.

J. All notices and/or invoices, if to the TOWN, shall be addressed to:

Matthew J. Hoffman

Town Manager Town of Kensington 3710 Mitchell Street

Kensington, MD 20895

Phone: 301 949-9274

Fax:

E-mail: mjhoffman@tok.md.gov And if to MDOT SHA:

Darrin Johnson
Resident Maintenance Engineer Maryland State Highway Administration 502
Quince Orchard Road
Gaithersburg, MD 20878
Phone: 301 948-2477
Fax: 301 948-8714
E-mail: djohnson27@mdot.maryland.gov

With copies to:

Erica Rigby
District Engineer, D-3
State Highway Administration 9300 Kenilworth Avenue
Greenbelt, MD 20770
Phone: 301 513-7300
Fax: 301-513-7415
Email: erigby@mdot.maryland.gov

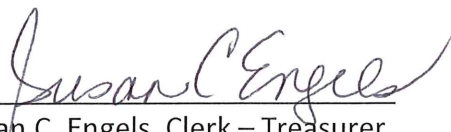
And,

MDOT SHA Agreements Team
Office of Procurement and Contract Management State Highway Administration
707 N. Calvert Street Mailstop C-405 Baltimore, MD 21202
Phone: (410) 545-5547
E-mail: shaagreementsteam@mdot.maryland.gov

Adopted by the Town Council this 19th day of October, 2020.

Effective this 19th day of October, 2020.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: 
Susan C. Engels, Clerk – Treasurer


Tracey C. Furman, Mayor